
PROCUREMENT NOTICE

Department of Public Health

Public Health Initiative Branch

Community, Family Health, and Prevention Section
Special Supplemental Nutrition Program for Women, Infants and Children

LEGAL NOTICE

Request for Proposal (RFP)
RFP# 2022-0901 WIC Compliance Investigation

The State of Connecticut, Department of Public Health (DPH or the Department), is seeking proposals to contract with a professional organization to conduct compliance investigations for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Investigations involve buys performed statewide in local grocery stores and the submission of compliance buy reports. The purpose of conducting compliance investigations is to preserve program integrity and ensure the security of federal funds.

The Request for Proposals is available in electronic format on the Department's website at <http://www.ct.gov/dph/rfp> or the State Contracting Portal at https://biznet.ct.gov/SCP_Search/.

A printed copy of the RFP can be obtained from the Official Contact upon request: Name: Idamaris Rodriguez; Address: 410 Capitol Avenue, MS#11WIC, Hartford, CT 06106; Phone: (860) 509-8251; Fax: (860) 509-8391; E-mail: Idamaris.Rodriguez@ct.gov.

Deadline for submission of proposals is May 21, 2021 at 3:00 p.m.

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I. GENERAL INFORMATION

This section of the RFP provides general information about the Department's procurement and, most importantly, gives instructions to proposers and prospective proposers about how to comply with the RFP process and how to submit an acceptable proposal for review. Failure to comply with the RFP process or instructions may deem a proposal non-responsive and subject to rejection without further consideration.

A. INTRODUCTION

1. DPH RFP Log# 2022-0901 WIC Compliance Investigations

2. Summary: The State of Connecticut Department of Public Health (DPH or the Department) is seeking an organization to conduct compliance investigations for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Investigations involve undercover buys at retailers statewide and the submission of compliance buy reports.

3. Synopsis: The purpose of this service is to ensure security of WIC Program federal funds and preserve program integrity. Undercover compliance buys are intended to identify the extent to which retailers are in compliance with established policies and procedures. Compliance investigations are used to examine the acceptance and processing of WIC benefits as specified in the WIC Vendor Agreement.

4. Commodity Codes: The services that the Department wishes to procure through this RFP are as follows:

0800: Investigations

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DPH	Department of Public Health (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
IOU	I owe you
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States
WIC	Special Supplemental Nutrition Program for Women, Infants and Children

- *contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP
- *proposer or applicant:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP.

- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP

C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Idamaris Rodriguez, Health Program Associate
 Address: Connecticut Department of Public Health
 WIC Program
 410 Capitol Avenue, MS#11WIC
 Hartford, CT 06106
 Phone: (860) 509-8251
 Fax: (860) 509-8391
 E-Mail: idamaris.rodriguez@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's RFP Web Page <http://www.ct.gov/dph/rfp>
- State Contracting Portal https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: \$150,000
(the award will not exceed \$50,000 per year)
- Number of Awards: One (1)
- Contract Cost: To be determined
- Contract Term: November 15, 2021 through September 30, 2024

Funding Period	Total
November 15, 2021 – September 30, 2022	Year 1: \$50,000
October 1, 2022 – September 30, 2023	Year 2: \$50,000
October 1, 2023 – September 30, 2024	Year 3: \$50,000

- 4. Eligibility.** Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

- 5. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

Applications will be accepted from public and private organizations, community-based agencies and individuals who are a duly formed business entity. All proposals will be screened for completeness and compliance with the requirements specified in the RFP. Proposers must have demonstrated experience in supplying the type of services requested under the RFP, and shall meet all criteria and requirements identified in the RFP. Applicants who fail to follow instructions or to include all required elements will be deemed incomplete and removed from further review. **In addition, applicants with long-standing, significant outstanding unresolved issues on current and prior year contracts with the Department may be removed from consideration for additional funding.**

- 6. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

• RFP Released:	March 22, 2021
• Deadline for Questions:	April 5, 2021
• Answers Released:	April 12, 2021
• Letter of Intent Due:	April 20, 2021
• Proposals Due:	May 21, 2021
• (*) Proposer Selection:	June 7, 2021
• (*) Start of Contract Negotiations:	June 17, 2021
• (*) Start of Contract:	November 15, 2021

- 7. Letter of Intent.** A Letter of Intent (LOI) is strongly recommended, but not required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by US mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. **It is the sender's responsibility to confirm the Department's receipt of the LOI.**

- 8. Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. **Questions submitted via e-mail must indicate in the e-mail subject line: RFP:# 2022-0901.** The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page.

9. RFP Conference. An RFP conference **will not** be held to answer questions from prospective Proposers.

10. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: May 21, 2021
- Time: 3:00pm

Proposals received after the due date and time may be accepted by DPH as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and
- one (1) conforming electronic copy of the original proposal email to the Official Contact.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with **Microsoft Office Word 365**. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. Multiple Proposals. The submission of multiple proposals is not an option with this procurement.

12. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

D. PROPOSAL FORMAT

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by DPH in Section V. A. Attachments.

Legal Name is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal.

Contact Person is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal.

Authorized Official is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

- 3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
- 4. Executive Summary.** Proposals must include a high-level summary, not exceeding 8 pages, of the main proposal and cost proposal.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- 6. Style Requirements.** Submitted proposals must conform to the following specifications:
 - Binding Type: None specified
 - Dividers: None specified
 - Paper Size: 8 ½ X 11
 - Page Limit: None specified
 - Print Style: 2-sided
 - Font Size: 12 Point type
 - Font Type: Times New Roman, Arial or Verdana
 - Margins: 0.5" top, bottom, left and right margins
 - Line Spacing: 1.5 line spacing
- 7. Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
- 8. Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by DPH as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

E. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.
 - Organizational Profile (20%)
 - o The extent to which the applicant demonstrates successful experience providing similar services.
 - o The Department's prior experience with the applicant organization including issues of contract compliance. The applicant's history of successful contract fulfillment with State of Connecticut Agencies including the orderly transfer of services following contract termination or conclusion.
 - Scope of Services (35%)
 - o The extent to which the scope of services to be provided are described clearly and cover all requirements outlined in the RFP.
 - o The extent to which adequate time is allocated to manage the scope of services.
 - Staffing Plan and appendices see note (25%)
 - o The extent to which the profile of staff, including subcontractors, who will be assigned compliance buy responsibilities, represents the diversity of the clientele of the WIC Program.
 - o The profile of staff who will be working on this project is clear and adequate to manage the scope services.
 - Cost Proposal (20%)
 - o Competitiveness of cost per compliance buy.
 - o Competitiveness of cost per hour of attending court or administrative reviews.

Note:

As part of its evaluation of the Staffing Plan, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be

posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including, the standard Purchase of Service contract, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- 3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt

has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

- 4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- 5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

- 7. Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
- 2. Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract

with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.
4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar

or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

- 5. Nondiscrimination Certification , C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
- IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment, that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set public health priorities, and evaluate the effectiveness of health initiatives. The agency is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the personnel, facilities, and programs regulated. The DPH is a leader on the national scene through direct input to federal agencies and the United States Congress.

The mission of the DPH is to protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Preventing disease, injury, and disability; and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

This RFP is being issued by the WIC Program of the Community Family Health and Prevention Section of the Public Health Initiatives Branch.

B. PROGRAM OVERVIEW

Background

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) was established in 1972 and is sponsored by the U. S. Department of Agriculture. The WIC Program is regulated by Federal Regulations 7CFR§246.12 and State Regulations 19a-59c. The Program provides specific nutritious foods to eligible pregnant, postpartum and breastfeeding women and infants and children up to the age of five years old. Approximately three-quarters of WIC participants are Hispanic or non-Hispanic Black; the remaining one-quarter are non-Hispanic White or non-Hispanics of other races. Participant eligibility is determined by income level and nutritional risk factors. Services are provided to all of Connecticut's 169 towns and program participants are given WIC cards to purchase specific food items at local food stores and pharmacies. Participants may redeem their WIC benefits at any of the approximately 633 authorized WIC vendors throughout the state. Roughly one half of these authorized vendors are located in the four largest cities in Connecticut.

The WIC Program is seeking a company that employs both male and female buyers who represent the diversity of WIC clientele. The buyer will pose as a WIC participant under an assumed name to conduct undercover compliance buys at food stores that are located in inner-city neighborhoods, suburban and rural locations. The State WIC Office will select stores to be investigated and will provide the contractor with WIC materials, a master compliance buy report form, and WIC card to be used during the investigation. The state will forward a spreadsheet to be used as an assignment sheet, informing the buyer of the name and address of the vendor and the type of buy to be conducted.

Payment will be made to the successful applicant on a per compliance buy basis and an hourly rate for testimony at administrative reviews, if required. The WIC program expects to investigate approximately thirty-five (35) vendors, which may necessitate up to one hundred forty (140) compliance buys per year. Requests are typically made on a bi-monthly basis. Past experience indicates that approximately 5 hours per year would be needed for buyers to attend and testify at administrative reviews held for vendors against whom actions have been taken.

C. MAIN PROPOSAL COMPONENTS**1. Applicant Organizational Requirements and Profile:**

The purpose of this subsection is to state the organizational requirements (beyond eligibility and minimum requirements) for applicants and to offer guidance in providing the necessary information about the proposer's administrative and operational capabilities.

The proposer must provide an overview of the history and structure of the organization. Information provided for the organization profile may include its purpose, mission or vision; entity type; years of operation; range of service, organization's experience.

All requirements of this RFP must be met, including completion of the Cover Sheet and Applicant Information Form (See Section V.A.). Content requirements not addressed by the DPH Application Forms must be submitted in narrative form with numbered pages.

The proposal must contain the official name, address and phone number of the applicant, the principal contact person for the application, and the name and signature of the person (or persons) authorized to execute the contract.

In order for the Program to communicate effectively with the contractor, it is necessary to have accurate information about contractor staff that is responsible for certain functions. Accurate information is needed by the Program concerning the applicant's legal status. Please provide the name, title, address, telephone, FAX number and email address of staff persons responsible for:

1. Completion and submittal of contracts and legal documents/forms
2. Training and Supervising of Investigative Staff
3. Reviewing Compliance Buy Reports
4. Preparation of Invoices

Please indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

2. Service Requirements – Scope of Services

The purpose of this subsection is first: to provide more specific information about the services the Department seeks to procure and second: to provide guidance for the applicant to follow in describing the services and activities they propose to provide and how the services will be provided (including the use of subcontractors if permissible.).

The contractor must provide the following services and the contractor's approach must be addressed in the proposal:

- The Connecticut WIC Program will provide orientation and training to the contractor, including investigative procedures and types of compliance investigations. Training will also include the use of WIC card, the types of program abuse, and the preparation of compliance buy reports. The contractor must provide proper supervision and on-going training to all staff involved in WIC investigations.
- The contracting firm must provide all necessary supplies to the buyer (pens, report forms, camera, photos, etc.).
- The buyer shall perform an investigation by conducting one initial compliance buy, then possibly two to three follow up buys between four (4) and seven (7) days apart as specified by the State WIC Office. The contractor will have a maximum of fifteen (15) days from the day the assignment is received to perform the compliance buys. All compliance buys shall be performed during store reported hours and can be

performed in the evening or on weekends. The average time to perform a compliance buy in the store is approximately four (4) to five (5) minutes.

- A "Compliance Buy Report" for each buy or attempted buy shall be prepared by the buyer in an accurate and concise manner, suitable for submission as evidence in a court of law. This report must be written within five (5) minutes of leaving the store while the information is easily recalled.
- Several buys may be performed in a short amount of time in the same geographic area, therefore, the items purchased at each store must be protected against being co-mingled. All items and the related compliance buy report for each store must be placed in a separate bag that can be securely tied.
- A photograph of the actual items purchased must be attached to each compliance buy report along with cash, credit slips, receipts, and IOUs received when sent to the State WIC Office. Addendums with any additional comments may also be included. Once a photograph has been taken identifying the store name and date of the buy, the attached items and evidence received should be handled as follows:
 - a) Food items and non-food items, including but not limited to, toiletries, cleaning products and paper goods shall be donated to a non-profit organization. The contractor shall obtain and submit to the WIC Program with the completed compliance buy reports, an itemized receipt of the disposition form signed by a representative of the receiving organization.
 - b) Other items received such as cigarettes, cash and alcohol shall be delivered to the State WIC Office.
- The buyer shall submit the Compliance Buy Report with a "Report Review Checklist" to the person responsible for reviewing reports.
- The contractor will be responsible for determining if the buyer's report is acceptable by reviewing it for accuracy, completeness and consistency using the same checklist used by the buyer. Compliance Buy Reports must then be sent to the State WIC Office within 3 days of completing the assignment.
- Buyers must appear and testify when requested by the WIC Program or subpoenaed to an administrative review or court appeal resulting from their compliance buys.

3. Staffing Requirements – Staffing Plan:

The purpose of this subsection is to provide any specific staff requirements of this RFP and guidance for the proposer to provide the required information about the quality and quantity of personnel to be employed to deliver the purchased service.

The proposal must describe the extent to which staff assigned to this contract, including subcontractors, have the appropriate training and experience to perform assigned duties. Job descriptions, hours per week, and hourly rates must be provided for all staff assigned to this project on the form included in Attachment A. Resumes must be provided for all professional staff assigned to this project. The Connecticut WIC Program is seeking a company who employs buyers from a variety of ethnic backgrounds.

1. A buyer may be:
 - a) an employee of the contracted firm.
 - b) acquired through subcontract or personal service agreement. (If the firm will be using subcontracted individuals in order to complete the compliance buys or otherwise fulfill the proposal requirements, the proposal must describe how such individuals will be identified, contracted, and utilized).
 - c) a current or recent WIC Program participant or the parent, guardian, or caretaker of a current or recent WIC Program participant.
2. A buyer may not:

- a) be under age 18
 - b) have a criminal record
 - c) have a record of abuse or of suspension from any federal, state, or local government program
 - d) be known to an owner or an employee of the WIC vendor being investigated
3. A buyer must receive training in WIC Program procedures prior to conducting a compliance investigation.
4. In order to conduct investigations without probability of detection, a buyer must:
- a) represent the diversity of the WIC population
 - b) at least one employee shall be bilingual in English and Spanish
 - c) ensure that the identity of the buyer is not disclosed while performing a compliance buy or while providing testimony

4. Workplan

A comprehensive and realistic work plan with measurable objectives describing tasks to be performed, deliverables and timelines, including a project start date, must be provided on the Application Forms included in Attachment A. The work plan must be consistent with the RFP and the project's goals and objectives.

D. COST PROPOSAL COMPONENT

1. Financial Requirements - Profile

CO-17 invoices will be required for each submission of acceptable compliance buy reports (including attachments), and evidence to the State WIC Office within 7 days of completing the assignment. A separate invoice will be submitted following a buyer's attendance at a WIC administrative review/court appearance when his or her testimony has been requested via a subpoena or a request from the WIC Program.

2. Budget Requirements – Budget and Budget Narrative

The proposal must contain the price for a completed compliance buy and for attending administrative reviews. The contractor will be paid a fee equal to one-half of the contracted price if a vendor is closed at the time of an attempted compliance buy. See Section V.A-Budget Summary 1. All costs (salaries, travel, office supplies, postage, training, etc.) must be included in the contract price and be all-inclusive.

Competitiveness of the budget will be considered as part of the proposal review process.

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.

The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged.

The proposed budget is subject to change during the contract award negotiations.

IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated. While the proposal outline is standard, the information requested from proposers will vary by RFP, depending of the Department's procurement requirements per Section III.

	Page
A. Cover Sheet	1
1. Applicant Information Form (continued)	
B. Table of Contents	2
C. Declaration of Confidential Information (Per instructions: Section I. C.12.) . .	Etc.
D. Conflict of Interest - Disclosure Statement (Per instructions: Section I. C.13.) . .	
E. Executive Summary (Per instructions: Section I. D. 4.).	
F. Main Proposal	
1. Organizational Profile	
2. Scope of Services	
3. Staffing Plan	
a. Narrative	
b. Staffing Form	
4. Work Plan	
a. Narrative	
b. Work Plan Form	
G. Cost Proposal	
1. Financial Profile	
2. Budget and Budget Narrative	
a. Narrative	
b. Budget Summary Form	
c. Budget Justification Schedule B	
H. Forms	
a. Workforce Analysis	
b. Acknowledgment of Contract Compliance.	
c. Notification to Bidders (CHRO)	
d. Consulting Agreement Affidavit (OPM Ethics Form 5)	

V. ATTACHMENTS

■ **A. APPLICATION FORMS:** *The following forms must be completed and included in the proposal submission as applicable and directed.*

1. Cover Sheet	21
2. Applicant Information Form (continuation)	22
3. Budget Summary Instructions	23
4. Budget Summary Form	25
5. Budget Justification Schedule B Form	27
6. Position Schedule #2a Form	28
7. Subcontractor Schedule A Detail Form	29
8. Work Plan Form	30
9. Staffing Form	31
10. OPM Consulting Agreement Affidavit	32
11. Affirmative Action Contract Compliance Policy Statement	33
12. Notification to Bidders	35
13. Workforce Analysis	36

A. APPLICATION FORMS**COVER SHEET**

**REQUEST FOR PROPOSAL
RFP DPH Log# 2022- 0901
WIC Compliance Investigation**

**CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
Community, Family Health, and Prevention Section**

Applicant Information

Applicant Agency: _____

Legal Name

Address

City/Town

State

Zip Code

Telephone No.

FAX No.

Email Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official:_____
Date_____
Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

Applicant Information Form (continuation)*PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:***Contract and Legal Documents/Forms:**

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Program Progress Reports:

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email	Fax No.	

Incorporated: ☐ YES ☐ NO**Agency Fiscal Year:**

--

Type of Agency: ☐ Public ☐ Private ☐ Other, Explain: _____☐ Profit ☐ Non-Profit**Federal Employer I.D. Number:**

--

Town Code No:

--

Medicaid Provider Status: ☐ YES ☐ NO**Medicaid Number:**

--

Minority Business Enterprise (MBE): ☐ YES ☐ NO**Women Business Enterprise (WBE):** ☐ YES ☐ NO

A. Budget Summary Instructions**1. Position Schedule #2a**

- a. Complete the schedule for all positions to be funded even if currently vacant.
- b. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.

2. Personnel (lines #1-#2)

- a. Line #1 **Salary and Wages**: Enter the total salary charged, as listed on Position Schedule 2a.
- b. Line #2 **Fringe Benefits Line**: Enter the total fringe benefits charged, as listed on Position Schedule 2a.

3. Line #8 Contractual (Subcontracts): Provide the total of all subcontracts and complete Subcontractor Schedule.**4. Lines #3 - #7, #9, and #10**: Complete categories as appropriate,**5. Line #11: Other Expenses** are any other types of expense that do not fit into the categories listed.

For example: Equipment. Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$5,000 or more.

6. Audit Costs: The cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.****7. Administrative and General Costs, Line Item #12**

- a. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

- b. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.

8. Other Program Income list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.**9. Multiple Funding Period Contracts**: Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.**B. Budget Justification Schedule B**

1. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

2. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

***Please note: If Laboratory Services is a line item on the primary or subcontract budget, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.

C. **Subcontractor Schedule A--Detail**

1. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.
2. Detail of Each Subcontractor:
 - a. Choose a category below for each subcontract using the basis by which it is paid:
☐ A. Budget Basis ☐ B. Fee for Service ☐ C. Hourly Rate.
 - b. Choose whether the subcontractor is a minority or woman owned a business:
☐ MBE ☐ WBE ☐ Neither
 - c. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the primary Budget Summary format may be copied and used instead.

Contractor Name, Contract Number

FUNDING PERIOD: 99/99/9999 to 99/99/9999

**Contract Period: Contract Start Date to Contract End Date
Budget Summary**

Program:	Name	Total
Fund:	SID 1	
1. Salaries & Wages		
2. Fringe Benefits		
3. Travel		
4. Training		
5. Educational Materials		
6. Office Supplies		
7. Medical Materials		
8. Contractual (Sub-Contracts)**		
9. Telephone		
10. Advertising		
11. Other Expenses (list)		
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
12. Administrative and General Costs		
Total DPH Grant		
Other Program Income		

**Complete Sub-contractor Schedule A

Federal Fiscal Year				
	2022	2023	2024	3 Year Total
Price per compliance buy				
Price per attempted buy (store closed)				
Price per hour for court/ administrative review appearance (portal to portal)				

Contractor Name, Contract Number

FUNDING PERIOD: 99/99/9999 to 99/99/9999

Contract Period: Contract Start Date to Contract End Date

Budget Justification Schedule B

Program/Site:[illegible]

Contractor Name, Contract Number**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

Contract Period: Contract Start Date to Contract End Date
Position Schedule #2a
Program/Fund

Position Description and Staff Person Assigned	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
1.Position: Name:		/			%	
2.Position: Name:		/			%	
3.Position: Name:		/			%	
4.Position: Name:		/			%	
5.Position: Name:		/			%	
6.Position: Name:		/			%	
7.Position: Name:		/			%	
8.Position: Name:		/			%	
9.Position: Name:		/			%	
10.Position: Name:		/			%	
11.Position: Name:		/			%	
12.Position: Name:		/			%	
13.Position: Name:		/			%	
14.Position: Name:		/			%	
15.Position: Name:		/			%	
16.Position: Name:		/			%	
Totals						

***Attach resumes and job descriptions for all Professional Staff**

Subcontractor Schedule A-Detail
Contractor Name, Contract Number
BUDGET PERIOD: 99/99/9999 to 99/99/9999

Contract Period: Contract Start Date to Contract End Date

#1

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name		Name		Total
Fund:	SID 1	SID 2	SID 1	SID 2	
Line Item(s)					
Total Subcontract Amount:					

#2

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name		Name		Total
Fund:	SID 1	SID 2	SID 1	SID 2	
Line Item(s)					
Total Subcontract Amount:					

#3

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name		Name		Total
Fund:	SID 1	SID 2	SID 1	SID 2	
Line Item(s)					
Total Subcontract Amount:					

Work Plan (make as many blank pages as needed)

Services to be Provided	Activities	Staff Position(s) Responsible	Timeframe for Completion

Staffing

Profile of staff providing services. Please provide the information requested below.

Professional Staff*	Name	Title	Hourly Rate	Assigned to Project: # hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

***Attach resumes and job descriptions for all Professional Staff in proposal appendix**



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Deidre S. Gifford, MD, MPH
Acting Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer, in compliance with all state and federal laws and shall comply with the Contract Compliance Regulations and CGS 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. Consistent with the Contract Compliance Regulations of Connecticut State Agencies, Sections 46a-68j-21 through 46a-68j-43, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market
- Develop and follow an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- Submit employment statistics contained in the "Employment Information Form," indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per Section 46a-68j-30(10)(E) of the Contract Compliance Regulations

DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to do business with DPH shall not:

- Discriminate or permit discrimination against any protected class person or protected group in the performance of contracts
- Engage in discriminatory practices or permit discriminatory practices in their workplace
- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities
- In all contract solicitations or advertisements state that they are an "affirmative action-equal opportunity employer"
- Must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

DPH notifies bidders, contractors, subcontractors, and suppliers of this policy and will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any



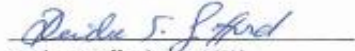
Phone: (860) 509-8000 • Fax: (860) 509-7184
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer

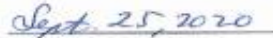


CONTRACT COMPLIANCE POLICY Page 2 of 2

class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to show good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.



Deidre S. Gifford, MD, MPH
Acting Commissioner, Department of Public Health



DATE

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) Women...(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3 (10) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment form below and return signed page to Awarding Agency along with bid proposal. Please retain a copy for your files.

The undersigned acknowledged receiving and reading a copy of the "Notification to Bidders" form.

Signature

Date

on behalf of:

Contract No.: #

Letter of Award: _____

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:						Visual Check:		Employment Records		Other:			

1. Have you successfully implemented an Affirmative Action Plan? ☐ YES ☐ NO
Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
☐ YES ☐ NO ☐ Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: ☐ YES ☐ NO ☐ Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? ☐ YES ☐ NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
☐ YES ☐ NO Explanation:

Contractor's Authorized Signature

Date

■ **B. INFORMATIONAL ATTACHMENTS:** *The information and forms in this section are for your reference only. The information contained herein will be required of applicants awarded funding and will be requested during the contract development process. Some of the indicated information may be submitted electronically. **Do not include any of the forms included here with your proposal.***

1. Nondiscrimination Certification Instructions	38
2. Nondiscrimination Certification	39
3. Code of Ethics	40
4. False Claims Act Notification	41
5. False Claims Act Policy	42
6. False Claims Act Procedure	45
7. SEEC Form 11	48

The remainder of this page is intentionally blank

Nondiscrimination Certification Instructions

The governing body of your **corporation, company, or entity** must adopt policies and/or pass a resolution adopting and supporting nondiscrimination agreements and warranties as indicated in the *attached* Certification form.

If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warranties, as indicated in the *attached* Certification form.

Individual Use FORM A	Corporation, Company or Entity <i>Use FORM B (under \$50,000) or FORM C (\$50,000 or more)</i>
For an individual, enter your full legal name and address of residence.	Enter the legal Name and Title of the Authorized Signatory if not already included on the form. This is the person <u>named</u> in the Secretarial Certification as authorized to sign. Alternately, the person authorized to certify the authorized signatory may sign this certification. If this option is chosen, the individual signing the secretarial certification and the nondiscrimination certification should be the same individual.
This does not apply for contracts with individuals.	Enter Corporation / Contractor Name with no abbreviations unless it is legally abbreviated in the charter if not already included on the form. Exception: Corp. is a legal abbreviation.
This does not apply for contracts with individuals.	Enter State or Commonwealth of Incorporation where required if not already included on the form
Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed	Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed
Enter the Signer's Signature.	Enter the Signer's Signature.

IMPORTANT

Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.

It is **not** necessary to have the form notarized unless an area for such appears on the form. Notarization is required, however, if so indicated on the form.

The requirement for notarization exists for contracts including funding in excess of \$50,000 per year.

The enclosed form is an official document approved by the Connecticut Office of Attorney General. Substitute documents are not acceptable.

Any type of correction fluid or tape is not acceptable! ***

*** We can supply additional forms if necessary.

cert.instr. 7/10/09



7/8/09

Page 39 of 79

CODE OF ETHICS

BUSINESS COMPLIANCE NOTIFICATION

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).


1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.


Do not return the False Claims Policy or False Claims Procedure to the Department. Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act

3.2 Definitions


Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

	<p align="center">False Claims Act (Policy)</p>	<p>PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p>
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4.0 Compliance

4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.


The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

4.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

	False Claims Act (Procedure)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
Jewel Mullen, MD, MPH, MPA. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
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Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance



False Claims Act (Procedure)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

1.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

2.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act
<u>“POS”</u>	Purchase of Service Contract

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.



False Claims Act (Procedure)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

4.0 Process

4.1 Dissemination to the Department's New Employees

- 4.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 4.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

4.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

4.3 Dissemination to Contractors and Qualified Providers

- 4.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 4.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 4.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 4.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

5.0 Records

- 5.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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Appendix A WIC card



Appendix B WIC Approved Food Guide



The Connecticut Food Guide is available on the Department's website at <https://portal.ct.gov/DPH/WIC/Approved-Food-Guide>

Appendix C

WIC Vendor Agreement



STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH



Connecticut WIC Program WIC VENDOR AGREEMENT FY2020



E-mail: ctwic@ct.gov • Phone: (860) 509-8084 • Fax: (860) 509-8391 • VP: (860) 899-1611
410 Capitol Avenue, MS# 11WIC, Hartford, Connecticut 06106
www.ct.gov/dph/wic

This institution is an equal opportunity provider.

FY 2020 CONNECTICUT WIC VENDOR AGREEMENT

The U.S. Department of Agriculture sponsors the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) authorized by the Child Nutrition Act of 1966. WIC is federally funded, and is administered by the State of Connecticut, Department of Public Health. The Connecticut WIC Program enters into an agreement with retail stores to provide specific nutritious foods through a retail food delivery system. Home deliveries are not permitted under the retail food delivery system used in Connecticut.

GENERAL CONDITIONS

All stores must be authorized by the WIC Program in order to accept WIC benefits. A vendor is authorized after receiving an executed copy of the WIC Vendor Application and Agreement Signature Page with the effective agreement period. The State will determine if an integrated register system is certified or direct the vendor in obtaining equipment to process transactions.

The Vendor Selection Criteria (Appendix A) must be met by all vendors at the time of authorization and must be maintained throughout the agreement period. The WIC Program may reassess any authorized vendor at any time during the vendor's agreement period using the vendor selection criteria in effect at the time of the reassessment. The WIC Program will terminate the authorization of vendors who fail to meet the criteria.

The vendor agreement does not constitute a license or a property interest. The WIC Vendor Agreement is in effect for the stated time period only. If the vendor wishes to continue to be authorized beyond the period of its current agreement, the vendor must reapply for authorization. If a vendor's agreement expires or is terminated and the vendor wishes to reapply, the vendor will be subject to the WIC Program's vendor selection criteria in effect at the time of the reapplication.

A WIC Vendor Agreement may cover more than one vendor if all stores are under the exact same ownership and a list of each store location is attached. When more than one vendor is specified in the agreement, the WIC Program may add or terminate an individual vendor without affecting the remaining vendors.

All vendors are subject to announced and unannounced on-site visits.

All vendors must maintain an active email account. Vendors must be capable of receiving electronic communications. This includes but not is limited to accessing the vendor portal, uploading documents, and receiving bulletins with program updates. Notify the WIC Program immediately of any changes to the email address.

Either the WIC Program or the vendor may terminate the agreement for cause after providing advance written notice of at least fifteen (15) days to ctwic@ct.gov.

The agreement will be terminated upon a change in vendor ownership, store location (over one mile), or cessation of operations. The WIC Program has the discretion to determine whether a change in business structure constitutes a change in ownership.

A vendor applicant that does not meet the minimum inventory requirements (Appendix B) will not be authorized, even if such denial of authorization would result in inadequate participant access.

The vendor may be monitored for compliance with program requirements. In addition to claims collection (Appendix F), the vendor may be sanctioned for vendor violations in accordance with the WIC Program's sanction schedule (Appendix E). Sanctions may include warnings, administrative fines, disqualification, and civil money penalties in lieu of disqualification.

Disqualification from the WIC Program may result in disqualification as a retailer in SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.

Adverse actions against a vendor associated with Federal mandatory sanction number one (1) (Appendix E) and denials of new authorizations shall be effective on the date of receipt of the WIC Program's written notice. All other adverse actions taken by the WIC Program against a vendor shall be effective fifteen (15) days from the date of the written notice.

A vendor may be entitled to an administrative review when notified of certain adverse actions taken by the WIC Program. See Appendix G for administrative review procedures.

A vendor who commits fraud or abuse in the Program is liable to prosecution under applicable federal, state or local laws. Those who have willfully misapplied, stolen or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.

The agreement will be terminated if the WIC Program determines that the vendor has provided significant false information in connection with its application for authorization.

The agreement will be terminated if the WIC Program identifies a conflict of interest, as defined by applicable State laws, regulations, and policies, between the vendor and the WIC Program or its local agencies.

The agreement will be terminated if the vendor accepts and/or transacts WIC benefits anywhere other than the fixed location of the store(s) as covered by this agreement.

There can be no unauthorized use of the WIC logo or acronym in promoting the store's business. The logo and acronym may only be displayed on official WIC Program materials.

THE WIC VENDOR AGREES TO:

Comply with the WIC Vendor Agreement, Federal Regulations 7 CFR Part 246 <https://www.gpo.gov/fdsys/granule/CFR-2013-title7-vol4/CFR-2013-title7-vol4-part246> and State statutes, policies, and procedures that govern the WIC Program, including any changes or amendments made during the agreement period.

Comply with the Operating rules, standards and technical requirements established by the WIC Program. <https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>

Comply with, and be subject to, all the vendor selection criteria listed in Appendix A, including the minimum inventory requirements in Appendix B at the time of authorization and throughout the Agreement period, including any changes made during the Agreement period.

Never assign, subcontract or sublease any vendor duties or responsibilities under this agreement.

Accept written communications via postal service mail and/or electronic messages via email.

Provide the WIC Program with as much advanced written notice as possible of any change in vendor ownership, store location, or cessation of operations, including those lasting more than one week (i.e. renovations, fire, natural disaster).

Report to the State WIC Office within thirty (30) days of a conviction or civil judgement related to a lack of business integrity. Provide the name(s) of the person(s) charged or convicted, their relationship to the owner, their current position, and the court and docket number.

Within thirty (30) days of receipt of WIC authorization, if applicable, set up POS stand beside equipment and be ready to accept WIC transactions.

Keep stand beside equipment accessible to WIC customers in order to enter their own PIN to perform balance inquiries and transactions.

Provide the capability for WIC customers to retrieve their currently available benefits balance upon request without requiring a purchase to be made.

Have at least one representative participate in training annually and upon reauthorization. Annual training may be provided by the WIC Program through newsletters, videos, or interactive training.

Train new cashiers and other staff on program requirements before they handle WIC benefits. Inform and provide existing employees with annual and regular review of WIC policies and procedures, including bulletins, website content and all WIC vendor communications.

Provide documentation of employee WIC training upon request. Keep the WIC Folder along with a copy of this WIC Vendor Agreement, bulletins and other WIC Program correspondence on the store premise at all times.

Transact only the WIC benefits allowed by the type of store. Food stores are allowed to transact all types of WIC benefits. Pharmacy vendors are only allowed to transact WIC benefits for formula and medical foods.

Stock and sell those items that are in good condition, undamaged, unspoiled and are not beyond the expiration date or has exceeded its "sell by," "best if used by," manufacturer suggested, or other date limiting the sale or use of the food item.

Only make exchanges of an identical approved WIC food item when the original WIC food item is defective, spoiled, or has exceeded its "sell by," "best if used by" or other date limiting the sale or use of the food item. An identical approved WIC food item means the exact brand and size as the original WIC food item purchased and returned by the participant.

Never provide cash or credit refunds or permit exchanges for non-WIC foods obtained with WIC benefits.

Comply with all of the procedures for transacting WIC benefits included in Appendix C. All procedures must be followed at all times, and normal transactions must be able to occur during times of renovations or alternate conditions of the store.

Allow the sale of all brands of food items according to the WIC Approved Food Guide. The vendor agrees to not promote or restrict the sale of WIC purchases to only the store's brand or the most expensive items.

Provide any WIC-approved food item that is not listed as a minimum inventory requirement, but printed on a WIC benefits list within 48 hours of the request (business days, not including holidays or weekends).

Do not have separate lines or checkout counters for only WIC customers. Do not identify customers using WIC benefits by calling out a WIC transaction.

Comply with all of the pricing requirements included in Appendix D. Sell all WIC foods at competitive prices consistent with those of the vendor's peer group at all times during the term of agreement.

Not request payment from the WIC Program or a WIC customer for the difference between the price charged and the maximum price paid for WIC food items.

Accept the WIC Program's sanction schedule for disqualifications, civil money penalties and fines found in Appendix E.

Pay all monetary claims established by the WIC Program in accordance with Appendix F.

Follow the administrative review procedures in Appendix G.

Cooperate with State or Federal officials when an on-site visit occurs and allow reasonable monitoring & inspection of the store premises, procedures, records and WIC transactions.

Make available all WIC transactions and all program-related records upon request to WIC Program representatives, the United States Department of Agriculture (USDA), and the Comptroller General of the United States, at any reasonable time and place for inspection and audit.

Be accountable for its owners, officers, managers, agents, and employees, whether they are paid or unpaid, who commit vendor violations.

Retain all original inventory records used for tax reporting purposes including purchase invoices, purchase slips and receipts of delivery for WIC food items for the most recent three-year period. All such documents must indicate the quantity, unit price, description and container size of WIC food items purchased and must be provided when requested and available for inspection by federal and/or state agents. Cash register receipts without specific identification of the quantity, unit price, description, and container size of WIC food items purchased shall not be accepted as evidence of WIC food item purchases.

Comply with the nondiscrimination provisions of USDA regulations (7 CFR Parts 15, 15a and 15b of this title), <https://www.gpo.gov/fdsys/granule/CFR-2010-title7-vol1/CFR-2010-title7-vol1-part15> provisions of Title VI and VII of the Civil Rights Act of 1964 <https://www.eeoc.gov/laws/statutes/titlevii.cfm>, and Section 504 of the Rehabilitation Act of 1973 <https://www.dol.gov/oasam/regs/statutes/sec504.htm>, and Title III of the Americans with Disabilities ACT of 1992 https://www.ada.gov/ada_title_1.htm.

Never discriminate against a person using WIC benefits (i.e. denying or delaying services or treating WIC customers differently from others).

Never breach WIC customer confidentiality. Any information about a WIC participant, whether obtained from the participant or another source, that identifies a WIC participant individually or anyone authorized to act on behalf of the participant is confidential regardless of its original source and exclusive of previously applicable confidentiality provided under Federal or State law. Such information shall not be made available to the public or to any person who does not have a direct relationship to the administration or enforcement of the WIC Program.

The use and disclosure of confidential participant information is restricted to persons directly connected with the administration, delivery or enforcement of the WIC Program, the Department and those the vendor designates as having a need to know for program operation and payment purposes.

Treat WIC customers courteously, with respect to issues, including but not limited to, language barriers between the participant and employees, limited understanding of Program rules by both the participant and/or the vendor, or in some cases, the additional time required for WIC transactions. The vendor agrees to instruct cashiers to involve a manager when an issue arises to ensure that the participant shopping experience is positive and store management is aware of a situation.

After a complaint has been filed regarding the mistreatment of a WIC customer and the vendor is found at fault, the vendor must provide proof of retraining the employee and the corrective action to prevent future occurrences.

Maintain WIC EBT capable equipment in accordance with minimum lane coverage provisions of Federal Regulations found at 246.12 (z)(2), and communicate directly with the EBT Contractor if there is an issue.

Be responsible for ongoing maintenance and operational costs for vendor systems and equipment used to support WIC EBT, unless using single-function Point-of-Sale (POS) stand beside machines provided to vendors prior to statewide WIC implementation.

Incur all interchange fees related to WIC transactions. The Connecticut WIC Program shall not pay or reimburse the vendor for interchange fees related to WIC EBT transactions.

Comply with all requirements of the WIC EBT Contractor, in accordance with Vendor Agreement, including but not limited to, providing banking information, proper handling of the equipment, and if applicable the return of equipment when requested.

Report to the State WIC Office at ctwic@ct.gov any suspicious usage of the WIC card or requests for cash or credit. To file a complaint provide the last four digits of the card number found on the receipt, in addition to the date and time of the transaction.

Report to the State WIC Office at ctwic@ct.gov complaints of fraudulent activity by an unauthorized person, another authorized WIC vendor or a WIC customer attempting to defraud the WIC Program.

THE WIC PROGRAM AGREES TO:

Provide an executed copy of the WIC Vendor Agreement to authorized vendors.

Interact with and provide training and technical assistance to vendors on issues related to redemptions, agreement violations, complaints, allegations of program abuse by either vendors or participants, and administrative hearings.

Provide training on the Vendor Agreement, Federal and State Statutes, regulations, and policies and procedures governing the WIC Program on an annual basis. The WIC Program has sole discretion to designate the date, time, and location of all interactive training, except that the WIC Program will provide the vendor with one alternative date on which to attend the training.

Assist newly authorized vendors with certification of integrated cash register systems or to obtain single function POS equipment.

Notify vendors of any Program changes through bulletins, emails, newsletters, etc. with as much advanced notice as possible. Provide the vendor with a file folder for the vendor to maintain a copy of the WIC Vendor Agreement, bulletins, minimum inventory and all WIC Program correspondence.

Post information on the website when offering enrollment periods for stores to apply for WIC authorization. Limited enrollment periods will be offered when the Program determines there will be inadequate participant access and additional stores are needed.

Notify WIC participants of vendors that are authorized to accept WIC. Lists are provided at the local agency and posted on website.

Notify the vendor on WIC customer complaints and provide guidance.

Provide WIC participants and vendors with a WIC Food Guide describing approved food items and brands they are allowed to purchase.

Notify the vendor of WIC Program violation(s) and applicable warnings and sanction(s) imposed in accordance with the terms of the WIC Vendor Agreement.

Notify vendors within four (4) months of the expiration of their WIC Vendor Agreement for the need to re-apply for authorization in order to remain a WIC vendor.

Assist with issues brought to the attention of the State WIC Office by the vendor.

Only disclose the following vendor information: store name, address, authorization status, phone number, web site/e-mail address and store type.

Make available daily the most current Approved Product Listing (APL) which contains the current listing of food items that are approved for redemption by the WIC Program through its WIC card processor.

Reimburse the vendor for all approved WIC redemptions that are made in accordance with applicable state and federal requirements, and the WIC Vendor Agreement.

Incur monthly costs for single-function POS machines that were provided to vendors prior to statewide WIC implementation in accordance with the minimum lane coverage provisions of Federal Regulations found at 246.12 (z)(2). The State agency may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels.

Incur monthly costs for single-function POS machines for vendors authorized after statewide WIC implementation if the WIC Program determines the vendor is necessary for participant access. POS machines will be supplied in accordance with the minimum provisions of Federal Regulations found at 246.12(z)(2).

Provide shelf labels to identify WIC approved foods.

FY2020 WIC VENDOR AGREEMENT
APPENDIX A-VENDOR SELECTION CRITERIA

Authorized vendors must meet the selection criteria at all times throughout the authorization period. The Agreement will be terminated if any one of these criteria is not met. Applicant and renewing vendors who do not meet the following criteria will not be selected for authorization.

1. A vendor must submit an online application through the vendor portal within the time period provided by the due date. If incomplete at the time of the initial submission, a vendor will receive notification of the deficiency and will be given an additional fifteen (15) days to submit a completed application.
2. Falsification of any information.
3. A food store vendor, excluding pharmacies, must be currently authorized by SNAP and must provide its FNS number.
4. A vendor must not be currently disqualified from SNAP or must not have been assessed a SNAP civil money penalty for hardship, and the disqualification period that would otherwise have been imposed has not expired.
5. A vendor applicant or current owners, officers or managers must not have been convicted of nor had a civil judgment entered against them within the last six (6) years for any activity indicating a lack of business integrity. Activities include but are not limited to, fraud, antitrust violation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property, making false claims, or obstruction of justice.
6. If the WIC Program determines that the store's previous owner sold the store in an attempt to circumvent a WIC sanction.
7. A vendor must purchase infant formula only from the WIC Program's list of wholesalers, distributors, retailers and manufacturers. This list is included and sent to authorized vendors on an annual basis.
8. A vendor must not be expected to derive more than 50% of its annual food sales revenue from acceptance of WIC benefits.
9. A vendor must not offer, or intend to offer, incentive items solely to WIC customers, and must offer WIC customers the same courtesies that are offered to non-WIC customers.
10. A vendor must attend all assigned mandatory training sessions.
11. Be an established business, open to the public for at least one year in the current location. This condition may be waived for a currently authorized vendor in good standing that is adding an additional location or to the new owner of a currently authorized store in good standing.
12. A vendor must have and maintain the established WIC Program Minimum Inventory Requirements so that WIC customers may redeem their WIC benefits at any time that the vendor is open for business (Appendix B).
13. A vendor must post the prices that are charged for all WIC food items. Prices must be posted on the store shelf in front of the item, on the product itself or, in the case of chilled or frozen items, on a sign attached to the door of a cooler or freezer in front of the food item. When prices change, all signs must be updated, in addition to registers and all stand beside units.
14. A vendor must meet established competitive pricing criteria, which involve the ranking, by peer group, of the price index of all vendors. The price index is calculated by using each vendor's prices for WIC food items. Each vendor's price index is then compared to the average price index for the peer group with which it is associated.
15. A vendor with an integrated cash register system must be WIC EBT capable, meaning the vendor must demonstrate the Point-of-Sale (POS) system can accept WIC purchases, obtain a benefit balance, and complete a WIC transaction accurately and securely. Vendors must be able to exchange updated files with the state pursuant to State agency EBT system requirements.
16. A vendor who will use a single function stand beside machine must demonstrate WIC EBT capability and obtain equipment compatible with the EBT processor's host system.
17. A vendor must not have been assessed more than \$2,500 in fines or a monetary claim for State Agency-established sanctions in the last 3 years.
18. A vendor must not have fines that have not been paid by the due date or monetary claims or refunds that have been requested by the WIC Program and remain outstanding.
19. Vendors must maintain a minimum of \$25 per month in WIC redemptions within the most recent three-month period.
20. Not providing information as requested by the WIC Program within the time frame stated, including but not limited to proof of training staff, submitting questionnaires, surveys, invoices, sales and use tax documents for the time period stated.

If the WIC Program determines that authorization of the vendor is necessary in order to provide adequate participant access, an exception may be made to the selection criteria. However, vendors must meet the Minimum Inventory Requirement to become authorized and at all times throughout the authorization period to remain authorized.

FY2020 WIC VENDOR AGREEMENT
APPENDIX B- MINIMUM INVENTORY REQUIREMENTS

For food stores, all food items below are required of vendor applicants awaiting pre-authorization visits and all currently authorized food stores. For pharmacies, only infant formula is required of vendor applicants awaiting pre-authorization visits and all currently authorized pharmacies.

At all times, the vendor must maintain each of the following WIC approved foods in the quantities stated with future expiration dates on the shelves or store premises. To ensure constant availability of WIC approved foods to WIC customers, a vendor may have to stock these food items in larger quantities than is required. See the WIC Approved Food Guide for specific products and brand names allowed. This minimum inventory serves 2-3 WIC participants.

FOOD ITEM	CONTAINER SIZE	MINIMUM QUANTITIES AND REQUIRED NUMBER OF KIND/TYPE/VARIETIES
Milk-1%/Low-fat/Light, or Skim/ Fat Free/Nonfat	Gallons and/or Half gallons	6 Gallons-Any combination of gallons and/or half gallons (12 half gallons=6 gallons)
Milk-Whole	Gallons and/or Half gallons	3 Gallons-Any combination of gallons and/or half gallons (6 half gallons = 3 gallons)
Evaporated Milk	12 oz. cans	12 cans
Cheese	8 or 16 oz., packages	4 pounds-2 varieties and 2 pounds of each
Eggs Large White or Brown	1 dozen carton	4 dozen
Fluid Juice-Plastic Bottles	64 oz. plastic bottles	3 varieties 12 bottles
Fruits-Fresh, Frozen, Canned	Pounds, pieces, cans, bags, boxes	\$25 worth fresh, frozen or canned 2 different kinds must be fresh fruits
Vegetables Fresh, Frozen, Canned	Pounds, pieces, cans, bags, boxes	\$25 worth fresh, frozen or canned 2 different kinds must be fresh vegetables
Bread Whole Wheat/Whole Grain Tortillas Whole Wheat/Soft Corn Brown Rice/Whole Wheat Pasta	1 pound (lb.) loaves or packages 14-16 oz./1 lb.packages of rice only	6 packages
Legumes-Dry/Beans, Peas, Lentils	1 pound (lb.) bags	2 varieties 4 bags of dry beans, peas or lentils
Legumes-Canned Beans/Peas	15-16 oz. cans	8 cans of beans or peas (black eye, chick, pigeon)
Canned Fish-Chunk Light Tuna, Salmon or Sardines	3.75 oz. sardines, 5 oz. tuna, 6-15 oz. salmon	6 cans
Cold Cereal	12 oz. or larger bags, boxes	3 varieties of cold cereal and 3 boxes of each variety. 1 variety must be whole grain
Peanut Butter	16-18 oz. jars	3 jars
Baby Food-Fruits	4 or 8 oz. jars or packages Any Brand	2 varieties 36 jars or packages
Baby Food-Vegetables	4 or 8 oz. jars or packages Any Brand	2 varieties 36 jars or packages
Infant Cereal (Plain)	8 oz. containers or boxes	2 varieties 3 containers or boxes of each variety
Infant Formula	13 oz. metal cans of concentrate AND/OR 12.4 oz. cans of powder	24 units of Similac Advance, in any combination of 13 oz. concentrate or 12.4 oz. cans of powder

For any requested WIC approved food item that is not a minimum inventory requirement, but on a participant's benefit, an attempt must be made to make the product available to the WIC customer within 48 hours of the request, excluding holidays and weekends.

Only those items that are in good condition (fresh/undamaged) and are not beyond the expiration date or have not exceeded its "sell by", "best if used by", "manufacturer suggested", or other date limiting the sale or use of the food item shall be considered. Refer to the WIC Program Food Guide for the approved WIC foods <http://www.portal.ct.gov/DPH/WIC/Approved-Food-Guide>.

FY2020 WIC VENDOR AGREEMENT, APPENDIX C-REQUIREMENTS FOR WIC TRANSACTIONS

The entire WIC transaction must occur at the vendor's location listed on the WIC Vendor Application.

1. Maintain a certified automation in-store system to accept and process the WIC Card benefits using either stand beside or integrated solutions that perform online WIC Card transactions in accordance with the published rules, policies, specifications, procedures, WIC EBT Operating Rules and WIC EBT Technical Implementation Guide.
2. Update software as required by changes to the WIC EBT Operating Rules and Technical Implementation Guide.
3. Accept responsibility for any transaction of WIC benefits when an approval has been received from the Connecticut WIC Program host processor or for the incorrect transaction of WIC benefits.
4. Ensure the most current Connecticut WIC Program APL is installed in the store's POS system and is being used for processing WIC transactions.
5. Never ask the WIC customer for identification. The PIN, along with a valid WIC card, is the only identification needed.
6. Never mandate the WIC customer to provide store personnel with the benefit balance receipt prior to purchase.
7. Scan the actual item's Universal Product Code (UPC) that is affixed to the item, unless the item being purchased is a fresh fruit or vegetable. The retailer must never scan codes from UPC codebooks, other products, or reference sheets. The retailer is prohibited from scanning any UPC as a substitute, replacement or otherwise that is not actually affixed to the actual item being purchased by the WIC customer using a WIC card.
8. Provide only currently authorized WIC food in exchange for valid benefits issued by the WIC Program. Sell only WIC foods to WIC customers that are available in their current benefit balance AND that are approved on the CT WIC Program APL.
9. WIC customers must receive the food item that corresponds specifically to the UPC code scanned by the vendor during the WIC card transaction.
10. Provide the WIC customer with a receipt at the end of the WIC transaction, which at a minimum, shows the date of the transaction, product(s) purchased, and the remaining balance of available WIC benefits.
11. Provide the capability for WIC customers to retrieve their currently available benefits balance upon request without requiring a purchase to be made.
12. Do not charge the WIC customer any fee, either directly or indirectly, arising out of or associated with operating, maintaining, or processing WIC transactions.
13. Keep all WIC customer information confidential, do not confiscate the WIC card, or ask for or enter the cardholder's PIN.
14. Allow the purchase of the WIC foods printed in the WIC Approved Food Guide. A WIC customer may purchase any of the approved brands on the WIC Approved Food Guide. A WIC Approved Food Guide must be kept at the checkout lane or cash register. The store must not restrict WIC purchases to only their store brands.
15. WIC participants do not have to purchase all of their benefits in one shopping trip. A WIC customer is allowed to purchase as much or as little food from their remaining benefit throughout the month.
16. Do not allow store credit or IOU's in exchange for items not taken at the time of the transaction.
17. Allow participants to pay the difference between the purchase price and the maximum amount of the fruits and vegetables benefits. The difference may be paid with cash, credit/debit card, SNAP, or other forms of payment that your store allows.
18. All food that was purchased must be taken at the time of the transaction.
19. Do not have checkout lane designated for WIC transactions only.
20. Never claim reimbursement for the sale of an amount of a specific WIC product that exceeds the store's documented inventory of that WIC product for a specific period of time.

FY2020 WIC VENDOR AGREEMENT
APPENDIX D-REQUIREMENTS FOR PRICING AND PAYMENT

1. The State WIC Office collects prices through vendor redemptions. Charge prices that are fair and competitive for your store type. Charge prices that are comparable to the fair market value across peer groups. Prices charged by a vendor that are higher than the peer group average will be reduced to the not-to-exceed (NTE) amount during the WIC transaction.
2. All vendor prices must meet the WIC Program's price limitations. Vendors may not increase prices incrementally in order to find the maximum price.
3. Vendors with POS machines must update prices as appropriate. This includes but is not limited to sale prices, and price increases or decreases. Prices displayed on items, signs, and store shelves must match those in each stand beside POS machine in use at the vendor location.
4. Vendors must allow manufacturer's coupons, store promotions, savings cards, "buy one, get one free" offers, and any other types of sales from a WIC customer if offered to non-WIC customers. The savings must be deducted before completing the WIC transaction.
5. Never charge the WIC Program any commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the WIC EBT processor's host system. Per Federal Regulation 246.12(h)(3)(xxviii), the vendor shall not charge to the State agency any third-party commercial processing costs and fees incurred by the vendor from EBT multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the vendor elects to use to connect to the EBT system of the State shall be borne by the vendor.
6. Never charge the WIC Program for products not actually purchased and received by the WIC customer.
7. Never charge WIC customers more for WIC products than non-WIC customers.
8. Never collect sales tax on WIC products purchased.
9. Never charge WIC customers a surcharge or a fee for making purchases with the WIC card.
10. Never charge a WIC customer money for approved WIC foods obtained with a WIC benefits, except when the purchase price for fruits and vegetables exceeds the maximum benefit allowed.
11. Never seek restitution from WIC customers for benefits not paid by the Connecticut WIC Program.
12. WIC transactions must be made through the store's business bank account that is reported to the equipment provider or the store's third party processor. Report any change of bank or bank account to the equipment provider or the third party processor.
13. Price increases on WIC foods are only accepted upon documentation of an increase in the wholesale price or a documented increase in the cost of doing business.

FY2020 WIC VENDOR AGREEMENT
APPENDIX E-DISQUALIFICATIONS, CIVIL MONEY PENALTIES AND FINES

WIC Program violations shall be determined by investigation, which includes on-site monitoring, transaction audits, inventory audits and undercover compliance buys conducted by the WIC Program, USDA staff, or their designees. The intent to commit a violation versus inadvertent human error is not a distinction that the WIC Program must establish in order to impose sanctions. Sanctions are imposed in order to protect the integrity and the nutritional goals of the WIC Program.

FEDERAL MANDATORY SANCTIONS

#	Description of Violation	Number of Incidences, Occurrences, or Pattern	Length of Disqualification
1.	Judicial conviction of trafficking in WIC benefits or selling firearms, ammunition, explosives or controlled substances in exchange for WIC benefits.	One	Permanent
2.	Administrative finding of buying or selling WIC benefits for cash (trafficking) or selling firearms, ammunition, explosives or controlled substances in exchange for WIC benefits.	One	6 Years
3.	Sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC benefits.	One	3 Years
4.	Claiming reimbursement for the sale of an amount of a specific WIC food that exceeds the store's documented inventory of that WIC food for a specific period of time.	Shortfall of one WIC food in three consecutive months or shortfall of three or more WIC foods in one month.	3 Years
5.	Overcharging on WIC benefits.	Three or more	3 Years
6.	Receiving, transacting and/or redeeming WIC benefits outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.	Three or more	3 Years
7.	Charging for WIC food not received by the WIC customer.	Three or more	3 Years
8.	Providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives or controlled substances in exchange for WIC benefits.	Three or more	3 Years
9.	Providing unauthorized food items in exchange for WIC benefits, including charging for WIC food provided in excess of those listed on the WIC benefits.	Three or more	1 Year
10.	Disqualification from the Supplemental Nutrition Assistance Program (SNAP) or a civil money penalty in lieu of a SNAP disqualification when adequate WIC participant access exists.	One	Same as the SNAP disqualification, but does not need to be concurrent.

STATE AGENCY-ESTABLISHED SANCTIONS

#	Description of Violation	Administrative Action
1.	Substitution of a WIC food item for another WIC food item	Two incidents = pattern 1 year disqualification
2.	Allowing a refund or an exchange for WIC or non-WIC food items	Two incidents = pattern 1 year disqualification
3.	Scanning any UPC as a substitute, replacement or otherwise not actually affixed to the actual item being purchased. Scanning a UPC codebook or reference sheet.	Two incidents = pattern 1 year disqualification
4.	Not allowing the WIC customer to enter their own PIN on the PIN pad.	Two incidents = pattern 1 year disqualification
5.	Limiting WIC customers in their choice of WIC products, (i.e. forcing a WIC customer to purchase only least expensive or store brands or the most expensive products).	\$500 fine second occurrence within consecutive 12 month period
6.	Offering store credit or IOU to a WIC customer.	\$500 fine, second occurrence within consecutive 12 month period
7.	Allowing the sale of a WIC food item that is spoiled or is sold to WIC customers after the expiration date, "sell by", "best if used by", "manufacturer suggested", or other date limiting the sale or use of the food item.	\$250 fine, second occurrence within consecutive 12 month period
8.	Allowing the return of any WIC purchases other than for identical WIC food items that are damaged, spoiled, or has exceeded its "sell by", "best if used by", "manufacturer suggested", or other date limiting the sale or use of the food.	\$250 fine, second occurrence within consecutive 12 month period
9.	Not providing savings to WIC customers through coupons, store offered promotions or savings card.	\$125 fine, second occurrence within consecutive 12 month period
10.	Failure to attempt to provide any requested WIC approved food item within forty-eight (48) hours that is on the participant's benefits list	\$125 fine, second occurrence within consecutive 12 month period
11.	Failure to provide a receipt at the end of the transaction showing the date of the transaction, product(s) purchased, and the remaining balance of available benefits.	\$125 fine, second occurrence within consecutive 12 month period
12.	Failure to cooperate with Federal, State, and Local WIC Program personnel during announced and unannounced on-site vendor monitoring.	\$125 fine, second occurrence within consecutive 12 month period

The WIC Program will determine if a warning for the initial occurrence of Federal Mandatory sanctions numbered 5 through 9 and all State Agency Established sanctions will be issued prior to documenting another violation. This determination will be made on a case-by-base basis when the WIC Program determines that issuing a warning would comprise the investigation.

When a completed investigation determines that a pattern of violations was not established, a warning letter may be issued to the vendor.

The WIC Program shall not accept voluntary withdrawal or use non-renewal of the vendor agreement as an alternative to disqualification for Federal Mandatory or state-agency established sanctions.

Prior to imposing a disqualification for Federal Mandatory Sanctions numbered 2 through 10, the WIC Program shall determine, and document in the vendor file, whether the disqualification would result in inadequate participant access.

If the WIC Program determines that a disqualification would result in inadequate participant access, then a civil money penalty shall be assessed in lieu of disqualification for Federal Mandatory Sanctions numbered 2 through 10. The amount of the civil money penalty shall equal the average monthly WIC redemptions for the six-month period ending with the month immediately preceding the month during which the notice of sanction is dated, multiplied times ten percent (.10), and then multiplied times the number of months for which the vendor would have been disqualified. The civil money penalty shall not exceed fifteen thousand forty one dollars (\$15,041) for each violation. If multiple violations are revealed by a single investigation, the total civil money penalty shall not exceed sixty thousand one hundred sixty one dollars (\$60,161). These amounts are subject to change based on Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

When during the course of a single investigation, the WIC Program determines that the vendor has committed multiple violations (which may include violations subject to state agency-established sanctions); the WIC Program shall disqualify the vendor for the period corresponding to the most serious mandatory violation. However, the WIC Program shall include all violations in the notice of sanction. If a mandatory sanction is not upheld on appeal, then the WIC Program may impose state agency-established sanctions.

When a vendor who had previously been assessed a Federal Mandatory Sanction numbered 2 through 10 receives the same or another mandatory sanction, the WIC Program shall double the sanction for the second violation. Civil money penalties may also be doubled, but only to the extent of fifteen thousand forty one dollars (\$15,041) per violation up to the maximum of sixty thousand one hundred sixty one dollars (\$60,161) for multiple violations. When a vendor who had previously been assessed two Federal Mandatory Sanctions numbered 2 through 10 receives a third or subsequent mandatory sanction for the same or other Federal Mandatory Sanction, the WIC Program shall double the sanction for the violation. The WIC Program shall not impose a civil money penalty in lieu of disqualification for the third and subsequent mandatory violations.

If a vendor does not pay, only partially pays, or fails to timely pay a civil money penalty either within fifteen (15) days of the notice of the sanction or within the terms of an installment plan, the WIC Program shall disqualify the vendor. The length of the disqualification shall correspond to the violation for which the civil money penalty was assessed or, in cases where a mandatory sanction included the imposition of multiple civil money penalties, for a period corresponding to the most serious violation.

The WIC Program shall determine and document in the vendor file whether a disqualification based on state agency established sanctions would result in inadequate participant access. If the WIC Program determines that there shall be undue hardship for WIC participants if a vendor is disqualified based on a State Agency Established Sanction, the store shall be allowed to remain on the program until such time that undue hardship no longer exists. A fine of two thousand five hundred dollars (\$2,500.00) shall be paid by the vendor to continue to accept WIC benefits. A review may be requested to determine if the disqualification is warranted. At such time that the WIC Program determines that undue hardship for WIC participants no longer exists, the vendor shall be notified that the original disqualification shall be effective fifteen (15) days after receipt of the letter. The vendor may request a review for the sole purpose of arguing the issue of undue hardship for WIC participants.

A fine is payable fifteen (15) days from the receipt of the notice. If payment of the fine is not paid, only partially paid, or not timely paid, the WIC Program shall disqualify the vendor for the length of the disqualification corresponding to the violation(s) documented in the notice up to a maximum of one (1) year.

If a vendor is assessed a settlement fine, or any other monetary penalty or fee relating to a disqualification from SNAP, a WIC civil money penalty shall be assessed the vendor equal to the FNS penalty.

State agency-established sanctions do not apply to vendors that do not meet selection criteria during an authorization, re authorization or reassessment process.

Warnings shall remain active for three (3) years from the date of the violation for the entire term of the store's ownership.

FY2020 WIC VENDOR AGREEMENT
APPENDIX F-MONETARY CLAIMS

The Connecticut WIC Program may make monetary claims against vendors that have committed certain types of redemption abuse in addition to any other sanctions applied against such vendors. Those include but are not limited to:

- Inventory audits when a vendor cannot support all of its redemptions
- Any overcharges or errors made on WIC transactions discovered during undercover compliance buys.
- Transaction audit means a review of a vendor's redemptions to determine if the vendor has overcharged the WIC Program.

Payment of vendor claims does not preclude the WIC Program from assessing sanctions associated with the violations. Payment plans may be requested for an amount of \$500 or more on a case by case basis determined by the WIC Program.

All monetary claims must be paid within fifteen (15) days of the date of the notice. All remittances must be made with a certified bank check or money order and payable to Treasurer – State of Connecticut, Department of Public Health.

Send to:

Connecticut Department of Public Health
410 Capitol Avenue, MS# 11WIC
Hartford, Connecticut 06106

The WIC Program may nonselect a vendor for failure to pay a monetary claim within the required period of time.

FY2020 WIC VENDOR AGREEMENT-APPENDIX G-ADMINISTRATIVE REVIEW PROCEDURES**Actions subject to an Administrative Review:**

1. Denial of authorization based on vendor selection criteria or on a determination that the vendor is attempting to circumvent a sanction.
2. Termination of the WIC Vendor Agreement.
3. Disqualification of the vendor except when it is based on a SNAP disqualification.
4. Imposition of a fine or civil money penalty in lieu of disqualification.

Actions not subject to Administrative Review:

1. Disqualification of a vendor as a result of a disqualification or a CMP in lieu of disqualification from SNAP
 2. The expiration of a WIC Vendor Agreement.
 3. Validity or appropriateness of the WIC Program's vendor selection criteria.
 4. Validity or appropriateness of the WIC Program's participant access criteria and the Program's access determinations.
 5. Validity or appropriateness of the WIC Program's criteria for determining whether a vendor applicant is expected to meet the more than 50% criterion. (Appendix A)
 6. Disputes regarding WIC benefits payments, vendor claims, and associated administrative fees.
- Vendors will be provided with written notification whenever an adverse action is taken. The notification will include the procedure to follow to obtain an administrative review, the time period in which to appeal, and the cause for and the effective date of the action. When a vendor is disqualified due in whole or in part to a Federal Mandatory Sanction violation numbered 1 through 9 in Appendix E, such notification shall include the following statement: "This disqualification from WIC may result in disqualification as a retailer in the Special Supplemental Nutrition Assistance Program." Such disqualification is not subject to administrative or judicial review under SNAP."
 - Requests for review must be received by the department within seven (7) days of receipt of the adverse action letter.
 - A vendor that appeals an adverse action for non-selection or disqualification will not be permitted to continue Program operations (will not be allowed to accept WIC benefits) while its appeal is in process.
 - The vendor will be provided with adequate advance notice of the time and location of the administrative review to provide all parties involved sufficient time to prepare.
 - The vendor will have an opportunity to reschedule the administrative review date upon written request.
 - The vendor will have the opportunity to present its case and to cross-examine adverse witnesses. To protect the identity of WIC Program investigators, such examination will be conducted behind a protective screen or other means.
 - The vendor will have the opportunity to be represented by counsel at any review proceeding.
 - Prior to the review, the vendor will have an opportunity to examine the evidence upon which the WIC Program's action is based. The review record will be sent to the vendor at least ten (10) days prior to the review date.
 - An impartial decision-maker will be assigned to the appeal. The decision-maker's determination is based solely on whether the WIC Program has correctly applied Federal and State statutes, regulations, policies, and procedures governing the Program, according to the evidence presented at the review. The State agency may appoint a reviewing official, such as a chief hearing officer or judicial officer, to review appeal decisions to ensure that they conform to approved policies and procedures.
 - Notification of the review decision, including the basis for the decision, will be issued within ninety (90) days from the date of receipt of a vendor's request for an administrative review. This timeframe is only an administrative requirement for the State agency and does not provide a basis for overturning the WIC Program's adverse action if a decision is not made within the specified timeframe.
 - If the adverse action under review has not already taken effect, the State agency shall make the action effective on the date of receipt of the final decision by the vendor.
 - If the final decision upholds the adverse action against the vendor, the State agency shall inform the vendor that it may be able to pursue judicial review of the decision.

FY2020 WIC VENDOR AGREEMENT
APPENDIX H-GLOSSARY

Adverse action means a denial of authorization, termination, disqualification or imposition of a fine or civil money penalty against a vendor for any violation found during monitoring, compliance investigation, inventory audit or reassessment.

APL means the approved product listing that contains all WIC approved products allowed to be purchased with WIC benefits.

Change of ownership means a transfer of more than 50% of the interest in a vendor's business entity within a one-year period or a change in business entities except for a change from sole proprietorship to a single-member limited liability company or single-shareholder corporation where the sole proprietor is the member or shareholder and when there is a change from one entity to another, e.g., a corporation to a limited liability company when the business retains the same federal tax identification number.

Change of location means an authorized WIC vendor, under the same ownership and same tax ID number, relocates the business. If the distance moved is greater than one mile, the agreement will be terminated.

Competitive Price means a price that is comparable to the vendor's peer group prices using the most frequently redeemed food item prices collected from authorized WIC vendors and/or redemptions.

Compliance buy means a covert, on-site investigation in which a representative of the Program poses as a WIC customer and transacts one or more WIC benefits, and does not reveal during the visit that he or she is a Program representative.

Days mean calendar days. If a "due date" falls on a State holiday or weekend, the due date is the next business day.

Disqualification means the act of ending the authorization of a vendor, whether as a punitive sanction or for administrative reasons.

EBT (Electronic Benefits Transfer) means a method that permits electronic access to WIC food benefits using a card.

EBT Capable means the WIC vendor demonstrates their cash register system or payment equipment can accurately and securely obtain WIC food balances associated with a WIC card, maintain the necessary files such as the authorized product list, hot card file and claim file and successfully complete WIC EBT purchases.

Equipment

Multi-function equipment (Integrated cash register systems) means Point-of Sale equipment obtained by a WIC vendor through commercial suppliers, which is capable of supporting WIC EBT and other payment tender types.

Single-function equipment means Point-of-Sale equipment, such as barcode scanners, card readers, PIN pads and printers, provided to an authorized WIC vendor solely for use with the WIC Program.

Food sales means sales of all foods, based on all payment methods that are eligible items under SNAP. These include breads and cereals, dairy products, fruits and vegetables, meat, fish, and poultry, as well as non- alcoholic beverages, snack foods, soft drinks, candy, ice, and seeds and plants intended to grow food.

High risk vendor means a vendor identified as having a high probability of committing a vendor violation through application of the criteria established in federal or state regulations.

Incidences or occurrences means the number of same or different individual WIC items that result in a violation(s) from a transaction during an investigation except for Federal Mandatory Sanction violation number 4 in Appendix E.

Inventory audit means the examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of WIC food items to provide participants the quantities specified on WIC benefits that have been redeemed by the vendor during a given period of time.

Investigation means the use of on-site monitoring, transaction audits, inventory audits, and undercover compliance buys to determine if a vendor is committing Program violations. An undercover compliance investigation is considered complete when the WIC Program determines that a sufficient number of compliance buys have been conducted to provide evidence of Program noncompliance or when two consecutive compliance buys have been conducted in which no Federal Mandatory Sanction violations are found.

Lack of business integrity means fraud, antitrust violation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property, making false claims, or obstruction of justice. Examples include but are not limited to liquor, cigarette or tax violations, falsifying invoices, etc.

Maximum not to exceed (NTE) price means the highest price at which the vendor may be paid for a food item. The maximum not to exceed prices are based on average vendor prices for WIC food items within a peer group and are used by the WIC Program to determine the reimbursement level for each food item.

Monetary claim means the charge to the vendor for the cost of items for redemptions that could not be supported in an inventory audit or overcharges on WIC food purchases.

Multiple store under the same ownership policy means that stores owned by an entity currently authorized by the WIC Program may submit an application package outside of enrollment periods. All selection criteria must be met in order to be authorized under the multiple store under the same ownership and agreement policy.

On-site monitoring means a visit from a WIC Program representative to determine compliance with program rules and procedures. Monitoring includes but is not limited to checking the types and quantities of minimum inventory items, reviewing records, observing transactions, follow up on complaints, etc.

Pattern is defined as two or more incidences of a violation. All violations documented during the investigation will count toward the establishment of a pattern of noncompliance.

Peer group means a category of vendors that are assigned based on population density in the ZIP code area of the store and the number of checkout lanes or cash registers in the store. There are three population density groups (population density of 1-1500 people per square mile, 1501-3000 people per square mile, and over 3001 people per square mile). There are three cash register groups (1-3 registers, 4-9 registers, and 10 or more registers). Vendors that are in the same population density and cash register groups are placed in a peer group. There are a total of 9 basic peer groups, as described above. Pharmacies are divided into two peer groups: large chain pharmacies and small chain/independent pharmacies.

Prepackaged means packaged at the manufacturer.

Redemption means the act of payment of WIC transactions according to WIC regulations and banking standards.

Retail food delivery system means a system in which WIC customers exchange WIC benefits for approved WIC foods at the vendor's fixed location that is covered by the WIC Vendor Agreement.

SNAP means The Supplemental Nutrition Assistance Program.

Transaction is a single purchase made up of individual items redeemed using the WIC card.

Transaction audit means a review of a vendor's redemptions to determine if the vendor has overcharged the WIC Program.

Unauthorized food means any food items or package sizes not included in the Approved Food Guide or not printed on a WIC benefit. Unauthorized food may be a WIC approved food that is substituted for a different food item that is printed on a WIC benefits list.

Vendor means a sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the WIC Program to provide authorized WIC foods to participants under a retail food delivery system. Each store operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the business entity. Each store must have a single, fixed location. A vendor may be a food store, pharmacy or farmer.

Vendor authorization means the process by which the WIC Program assesses, selects, and enters into agreements with stores that apply or subsequently reapply to be authorized as vendors.

Vendor overcharge means intentionally or unintentionally charging the WIC Program more for authorized WIC foods than is permitted under the vendor agreement.

Vendor selection criteria means the criteria established by the WIC Program to select individual vendors for authorization consistent with the requirements in §246.12(g)(3) and (g)(4).

Vendor violation means any intentional or unintentional action of a vendor's current owners, officers, managers, agent, or employees (with or without the knowledge of management) that violates the vendor agreement or Federal or State statutes, regulations, policies, or procedures governing the Program.

WIC benefits for fruits and vegetables means a WIC benefit that has a stated dollar value and is the equivalent to the cash value benefits (CVV) in the Federal Regulations that allows the purchase of all allowable fruits and vegetables.

WIC Approved Foods means all foods, which are approved by the WIC Program and provided to a WIC participant. Each participant's approved foods in the specific sizes allowed are listed in the CT Approved Food Guide or printed on a WIC benefit list.

WIC customer means anyone using a WIC card as payment for a WIC transaction.

Non-discrimination statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Appendix D COMPLIANCE BUY REPORTS**STATE OF CONNECTICUT WIC PROGRAM
COMPLIANCE PURCHASE REPORT**

DATE: _____ DAY _____ Time In: _____ am/pm Time Out: _____ am/pm

VENDOR NAME: _____

ADDRESS: _____

CITY: _____

At the checkout counter, there was _____ person(s) inline ahead of me and _____ person(s) in line behind me.

CASHIER DESCRIPTION

Description of clerk: <input type="checkbox"/> Male <input type="checkbox"/> Female, Approximate Age: _____ Approximate Height: _____
Build: <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Large Hair Color: _____
Apparent Ethnicity: <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Middle Eastern <input type="checkbox"/> Other
Wore glasses: <input type="checkbox"/> Yes <input type="checkbox"/> No Other identifying characteristics: _____
Cashiers Name (if known): _____ Means of Determining Name: _____

WIC Card Number Used: _____

Attach copies of all receipts:

Buyer's initials _____

Vendor Name: _____

Date: _____

SUMMARY OF PURCHASE:

UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____
UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____
UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____
UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____
UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____
UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____ How was price obtained? <input type="checkbox"/> On item <input type="checkbox"/> On sign <input type="checkbox"/> Not posted Price Charged \$ _____ Was this item scanned? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, which item was scanned in it's place? _____

Buyer's initials _____

Vendor Name: _____

Date: _____

WIC Card Transaction Procedures:Did the cashier scan a codebook or reference sheet with UPC codes? ☐ Yes ☐ NoDid the cashier ask you to verbally give your PIN number? ☐ Yes ☐ No**OBSERVATIONS AND COMMENTS:**

I declare under the pains of penalty and perjury that this report is true and accurate and that this report was completed on this _____ day of _____, 20_____.

Signature of Investigator

COMPLIANCE BUY REPORT – Example

STATE OF CONNECTICUT WIC PROGRAM COMPLIANCE PURCHASE REPORT

DATE: 1-14-2021 DAY Tuesday Time In: 9:10 am/pm Time Out: 9:14 am/pmVENDOR NAME: Mara's GroceryADDRESS: 711 Park StreetCITY: New BritainAt the checkout counter, there was 0 person(s) inline ahead of me and 0 person(s) in line behind me.**CASHIER DESCRIPTION**

Description of clerk: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female, Approximate Age: _____ Approximate Height: _____	
Build: <input type="checkbox"/> Small <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Large Hair Color: <u>Black</u>	
Apparent Ethnicity: <input checked="" type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Middle Eastern <input type="checkbox"/> Other	
Wore glasses: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other identifying characteristics:	
Cashiers Name (if known): <u>Eric</u> Means of Determining Name: _____	

WIC Card Number Used: 5555555555555555

Attach copies of all receipts:

Buyer's initials JD

Vendor Name: Mara's GroceryDate: 1-14-2021**SUMMARY OF PURCHASE:**

UPC Code 03951545594545 Brand Name/Item Description Orange Juice Size 1 Gallon Quantity 1
 How was price obtained? ☐ On item ☒ On sign ☐ Not posted Price Charged \$4.99
 Was this item scanned? ☒ Yes ☐ No If No, which item was scanned in it's place? _____

UPC Code 031454875478754 Brand Name/Item Description Cream of Wheat Size 28 oz. Quantity 1
 How was price obtained? ☒ On item ☐ On sign ☐ Not posted Price Charged \$ 7.50
 Was this item scanned? ☒ Yes ☐ No If No, which item was scanned in it's place? _____

UPC Code 0549515751546 Brand Name/Item Description Cinnamon Toast Crunch Size 18oz. Quantity 2
 How was price obtained? ☒ On item ☐ On sign ☐ Not posted Price Charged \$5.99
 Was this item scanned? ☐ Yes ☒ No If No, which item was scanned in it's place?
Cheerios 18oz. unable to see if the actual item was scanned or if they used a sheet.

UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____
 How was price obtained? ☐ On item ☐ On sign ☐ Not posted Price Charged \$ _____
 Was this item scanned? ☐ Yes ☐ No If No, which item was scanned in it's place? _____

UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____
 How was price obtained? ☐ On item ☐ On sign ☐ Not posted Price Charged \$ _____
 Was this item scanned? ☐ Yes ☐ No If No, which item was scanned in it's place? _____

UPC Code _____ Brand Name/Item Description _____ Size _____ Quantity _____
 How was price obtained? ☐ On item ☐ On sign ☐ Not posted Price Charged \$ _____
 Was this item scanned? ☐ Yes ☐ No If No, which item was scanned in it's place? _____

Buyer's initials JD

Vendor Name: Mara's GroceryDate: 1-14-2021**WIC Card Transaction Procedures:**Did the cashier scan a codebook or reference sheet with UPC codes? ☐ Yes ☐ NoDid the cashier ask you to verbally give your PIN number? ☐ Yes ☐ No**OBSERVATIONS AND COMMENTS:**

Went to the above named store and picked up a gallon of Orange Juice and 1 box of Cream of Wheat (hot cereal) . I brought them to the counter; I swiped the eWIC card and asked the woman if I could get cigarettes or something else. The woman told me that she was not able to do that this time because she didn't want to get in trouble with the WIC Program. The woman said I've never seen you before; I told her that I recently moved to the area. I asked the woman if I could get a different cereal because my children don't like the WIC approved cereal. She told me that she will only do it this time. She bagged my items and said thank you.

I declare under the pains of penalty and perjury that this report is true and accurate and that this report was completed on this 14th day of January, 2021.

Joe Doe
Signature of Investigator

Appendix E DISPOSITION FORM

Compliance Buy Disposition Form for the month and year of _____					
Products:					
Dates of Buys:	Quantities:	Quantities:	Quantities:	Quantities:	Quantities:
/ /					
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The items above have been donated by _____(signature of buyer)					
to _____(a non-profit organization)					
<div> <div>_____ Print Name</div> <div>_____ Signature</div> <div>Date</div> </div>					

Appendix F. REPORT REVIEW CHECKLIST**COMPLIANCE BUY REPORT REVIEW CHECKLIST**

Store name: _____ Date of Buy: _____

PLEASE CHECK

INITIALS

		Buyer	Reviewer
<input type="checkbox"/>	Does the vendor name and date on all the pages of the report match the store name and date in the photograph and on the receipt?	_____	_____
<input type="checkbox"/>	Does the Summary of Purchase items match the items in the photograph and on the receipt? Is the picture clear?	_____	_____
<input type="checkbox"/>	Does the Summary of Purchase price match the receipt prices?	_____	_____
<input type="checkbox"/>	Are violations committed during this buy fully and completely documented in the report (page 2/3 of the report)?	_____	_____
<input type="checkbox"/>	Is the report signed and dated by you on the same day as the compliance buy?	_____	_____
<input type="checkbox"/>	Is the report initialed by you in the appropriate places?	_____	_____
<input type="checkbox"/>	Have you checked the entire report to assure that all questions are addressed, either with an answer of "N/A" for not applicable or unknown?	_____	_____
<input type="checkbox"/>	Is all documentation attached?	_____	_____

I have read this report and reviewed it for accuracy, completeness and consistency.

_____ Buyer signature _____ Date

I have reviewed this report and have given the buyer an opportunity to make any necessary corrections or additions and initial any changes.

_____ Reviewer signature _____ Date

Appendix G. PRELIMINARY REVIEW TEAM TECHNICAL CRITERIA WORKSHEET

Preliminary Review Team Technical Review Criteria Worksheet WIC Compliance Investigation - DPH RFP Log #2022-0901	
Applicant:	
<u>Criteria</u>	Max Pts.
Applicant Organizational Requirements and Profile: The extent to which the applicant:	
<ul style="list-style-type: none"> demonstrates successful experience providing similar services. provides at least two examples of recent contracts (within the past 5 calendar years) that demonstrates success and compliance with the corresponding contractual responsibilities. states the hours of operation of the organization and indicates the suitability of these hours to the Scope of Services required. provides at least two references with the name of organization, name of contact person, and telephone numbers that may be contacted to support your description of your experience in providing these services. 	20
The extent to which the applicant: <ul style="list-style-type: none"> describes the history of successful contract fulfillment with State of Connecticut agencies including the orderly transfer of services following contract termination or conclusion. Inclusion of the name of the state agency, name of the program, brief description of the program, and the dates in which services were provided. Describes any contract compliance issues including strategies implemented to improve services and the outcome of those measures. 	
Service Requirements - Scope of Services: The extent to which the scope of services are clear and cover all requirements by:	
<ul style="list-style-type: none"> providing a plan for proper supervision and on-going training to all staff involved in WIC investigations, including the frequency and duration of training sessions and the format to be used (in person, group training, workshops, webinars, etc.). A preliminary list must be provided of topics to be covered during training, including but not limited to: investigative procedures and types of compliance investigations; use of WIC card; the types of program abuse; and the preparation of compliance buy reports. describing the equipment to be provided to compliance buy staff, including the cost and rationale for its use. describing the strategy to ensure accurate matching of items purchased and the stores in which they were purchased, so items from different stores are not co-mingled. describing the type of evidence to be submitted to the State WIC Office along with each compliance buy report and the handling of the items purchased that must be donated. stating the intent to appear and testify when requested by the WIC Program or subpoenaed to an administrative review or court appeal resulting from buyers compliance buys. 	35
The extent to which adequate time is allocated to manage the scope of services by: <ul style="list-style-type: none"> describing the plan to perform investigations, including conducting the initial compliance buy within the maximum time allotted from the day the assignment is received to perform the compliance buy. Inclusion of a description of follow up buys detailing the day intervals between the buys as specified by the State WIC Office, and the estimated duration of each compliance buy. describing the strategy to complete a "Compliance Buy Report" for each buy or attempted buy, including the estimated time of completion, the venue and format suitable for submission as evidence in a court of law. describing the plan and the estimated time to route the Compliance Buy Report with the "Report Review Checklist" from the compliance buyer to the State WIC Office, including the role of the person responsible for reviewing reports. 	
Staffing Requirements – Staffing Plan: The extent to which the applicant:	
<ul style="list-style-type: none"> describes how staff, including subcontractors, that will be assigned to this contract, have the appropriate training and experience to perform assigned duties. includes job descriptions, hours per week, hourly rates, and resumes for all professional staff assigned to this project. describes how the staff who will be working on this project is adequate to manage the scope of services. 	25

The extent to which the applicant:	
<ul style="list-style-type: none">describes the strategy to employ buyers from a variety of ethnic backgrounds (age, race and/or ethnicity, language, etc.), including a plan to identify, contract and utilize the compliance buyers.	
Budget Requirements – Cost Proposal: The extent to which a competitive budget is presented:	
<ul style="list-style-type: none">Justification of the cost per compliance buy.Justification of the cost per hour of attending court or administrative reviews.	
TOTAL	

20

100